



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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July 18, 2002

IN REPLY PLEASE  
REFER TO FILE: PD-6

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**INTERSTATE 5 AT VALENCIA BOULEVARD  
FREEWAY AGREEMENT  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the enclosed agreement between the County of Los Angeles and the State of California Department of Transportation. The agreement defines the maintenance responsibilities of the State and the County within the freeway limits of Interstate 5 at Valencia Boulevard.
2. Instruct the Chairman to sign the agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On January 28, 1992, your Board approved Cooperative Agreement No. 65795 between the County and the State of California for the improvement of Interstate 5 at the Valencia Boulevard interchange. The project involves widening the Valencia Boulevard overcrossing and constructing on-ramps at the northeast and southwest corners. The northbound off-ramp was widened and auxiliary lanes were provided on the freeway south of Valencia Boulevard.

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The freeway interchange improvements have been completed. The enclosed agreement establishes the maintenance responsibilities of the County and the State with respect to structures, roads, and landscaped areas within the freeway limits. Generally, the State will maintain, at State expense, the entire structure below the bridge deck surface. The County will maintain, at County expense, the bridge deck surface and all portions of the overcrossing structure above the bridge deck on the west half of the interchange. The east half of the freeway interchange is located in the City of Santa Clarita. The City has executed a separate agreement with the State for the maintenance of the portion within the City. Additionally, the City is responsible for maintaining the decorative lighting within the west half of the freeway interchange through a permit issued by the County.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goal of Service Excellence as the agreement with the State Department of Transportation will define the agency responsible for the maintenance of the public right of way.

#### **FISCAL IMPACT/FINANCING**

There will be a minor increase in the maintenance cost incurred by the County in the Road Fund as a result of the execution of this agreement. There will be no impact to the County's General Fund.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed agreement was reviewed and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

Pursuant to the requirements of the California Environmental Quality Act, the California Department of Transportation approved a Negative Declaration for the interchange improvements on June 7, 2000.

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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This agreement clarifies the maintenance responsibilities of the State and the County regarding the freeway interchange.

**CONCLUSION**

Enclosed are two originals and one copy of the Freeway Maintenance Agreement. Upon approval, please return the two originals to us for processing together with one approved copy of this letter. Upon approval by the State of California, the copy marked "COUNTY ORIGINAL" will be returned for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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C020108  
A:\Valencia Blvd Freeway Agreement.5 w-dpwltrhd

Enc.

cc: Chief Administrative Officer  
County Counsel

## FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, this \_\_\_\_\_, day of \_\_\_\_\_, 2002, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of Los Angeles, hereinafter referred to as "COUNTY":

### W I T N E S S E T H

WHEREAS, on March 23, 1964, a freeway agreement was concurrently executed between COUNTY and STATE wherein COUNTY agreed to certain adjustments to the COUNTY road system required for the development of that portion of State Highway 5 Freeway from 0.4 mile north of Newhall and Pico Canyon Road to 0.8 mile south of Old Ridge Route within COUNTY'S jurisdiction; and

WHEREAS, said freeway has now been completed or is nearing completion and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and COUNTY roads or portions thereof and landscaped areas, within the freeway limits; and

WHEREAS, under Section 5 of the above freeway agreement, COUNTY has resumed or will resume control and maintenance, as defined in Section 27 of the Streets and Highways Code, over each of the relocated or reconstructed COUNTY roads except on those portions thereof adopted as a part of the freeway proper.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- (1) When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway adjacent to COUNTY as is herein described and which affects STATE'S Maintenance program, STATE will provide a new dated and revised Exhibit "A," which will be made a part of this Agreement by amendment to supersede the original Exhibit.
- (2) VEHICULAR OVERCROSSINGS
  - a. STATE will maintain, at STATE expense, the entire structure below the deck surface except as hereinafter provided. COUNTY will maintain, at COUNTY expense, the deck and/or surfacing of each existing overcrossing and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface. COUNTY will also maintain all portions of the overcrossing structure above the bridge deck, as above specified, including safety and decorative lighting installations, as well as all traffic service facilities (signals, signs, pavement markings, rails, etc.). That may be required for the benefit or control of COUNTY road traffic on COUNTY'S portion (west

of centerline of State Route 5) of said overcrossing. At such locations, as shall be determined by the STATE, screening shall be placed on State freeway overpasses on which pedestrians are allowed (as directed by Sect. 92.6 of the Streets and Highways Code). All screens installed under this program will be maintained by the STATE (at STATE expense).

- b. COUNTY shall issue a permit allowing City of Santa Clarita to assume the obligations assigned to COUNTY in this Section "Vehicular Overcrossings" for the maintenance of the decorative lighting installations on the Valencia Boulevard overcrossing within unincorporated Los Angeles County.

### (3) LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES

If there is any responsibility for maintenance of any plantings or other types of roadside development lying outside of the area reserved exclusively for freeway use, it shall lie with COUNTY and not with STATE.

### (4) INTERCHANGE OPERATION

It is STATE responsibility to provide efficient operation of freeway interchanges including ramp connections to local streets and roads. The maintenance, repair, replacement, and energy costs of safety lighting, traffic signals, or other necessary electrically operated traffic control devices at ramp connections to COUNTY roads shall be shared between STATE and COUNTY. Timing of traffic signals shall be the responsibility of STATE. Traffic signals and safety lighting on STATE facilities shall be maintained by STATE.

### (5) LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care with respect to the maintenance of State highways or local facilities different from the standard of care imposed by law.

It is understood and agreed that neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall defend, indemnify, and save harmless the STATE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction delegated to COUNTY under this Agreement.

It is understood and agreed that neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.

(6) EFFECTIVE DATE

This Agreement shall become effective following its execution by STATE, it being understood and agreed, however, that the execution of this Agreement shall not affect any preexisting obligations of COUNTY to maintain designated areas pursuant to prior written notice from STATE that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers.

COUNTY OF LOS ANGELES

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

JEFF MORALES  
Director of Transportation

\_\_\_\_\_  
Attorney  
Department of Transportation

By \_\_\_\_\_  
District Director